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9
10 UNITED STATES BANKRUPTCY COURT
11 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION
13

14
15 In Re:) Case No.: 15-40090
16) Chapter 13
17)
18) **MOTION TO APPROVE LOAN**
19 DEBRA DENISE TRIGG,) **MODIFICATION DOCUMENT**
20)
21 Debtor)
22)
23)
24)
25)
26)
27)
28)

PLEASE TAKE NOTICE THAT:

Now comes the Debtor DEBRA DENISE TRIGG, by and through her attorney of record NATHAN D. BORRIS, ESQ. and requests the court to approve the terms of the attached loan modification agreement.

1. The debtor(s) filed the case on January 9, 2015.
2. This is an above median income case.
3. The mortgage is paid directly by debtor.
4. The loan modification agreement does not pay off the plan.
5. The current mortgage payment is \$3,553.09.
6. There are arrears of \$53,257.19 which in spite of Creditor Wells Fargo's proof of claim, are not being paid by the Trustee pursuant to loan modification terms of the Debtor's confirmed chapter 13 plan.
7. The post-petition modification changes the mortgage payment to \$2,796.48.

- 1 8. The new mortgage interest rate is 3.250%.
- 2 9. The pre-petition arrears are put to the back of the loan in the form of a balloon
- 3 payment.
- 4 10. The new mortgage payment includes taxes and insurance.
- 5 11. There is a second mortgage on the property that has been valued at zero pursuant
- 6 to 11 U.S.C. §522, contingent upon completion of the Chapter 13 plan.
- 7 12. If the Chapter 13 Plan needs to be modified then counsel for debtor will file the
- 8 appropriate separate motion.
- 9 13. A copy of the Trial Period Plan containing the modified payment amount and loan
- 10 terms is attached hereto.

11 Wherefore the Debtor(s) request the court to approve the attached Loan Modification
12 Agreement.

13 DATED: October 28, 2015

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15 /s/ NATHAN D. BORRIS, ESQ.

16 NATHAN D. BORRIS, ESQ.

17 *Attorney for Debtor*
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DEBRA TRIGG
6044 OLD QUARRY LOOP
Oakland, CA 94605

Wells Fargo Home Mortgage
Suite L-2-200
1200 West 7th Street
Los Angeles, CA 90017

Loan Number: 0159450238

Payment Amount Due: \$2,796.48
Payment Due Date: April 1, 2015

DEBRA TRIGG
6044 OLD QUARRY LOOP
Oakland, CA 94605

Wells Fargo Home Mortgage
Suite L-2-200
1200 West 7th Street
Los Angeles, CA 90017

Loan Number: 0159450238

Payment Amount Due: \$2,796.48
Payment Due Date: May 1, 2015

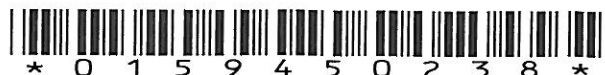
DEBRA TRIGG
6044 OLD QUARRY LOOP
Oakland, CA 94605

Wells Fargo Home Mortgage
Suite L-2-200
1200 West 7th Street
Los Angeles, CA 90017

Loan Number: 0159450238

Payment Amount Due: \$2,796.48
Payment Due Date: June 1, 2015

Handwritten mark resembling a stylized 'S' or 'Z' with a dollar sign.



HELPING YOU STAY IN YOUR HOME.


MAKING HOME AFFORDABLE

WELLS
FARGO

HOME
MORTGAGE

Loan No.: 0159450238

February 17, 2015

DEBRA TRIGG
6044 OLD QUARRY LOOP
OAKLAND, CA 94605

Subject: Important information about your HAMP trial period

Dear DEBRA TRIGG:

You have qualified for HAMP, and will enter a "trial period"

Before your loan can be modified, you will need to successfully complete the trial period plan by making all trial payments on the dates they're due and meeting all other requirements. The Trial Period Plan Notice explains how the trial period works, and what your new trial payment amount will be. This amount will temporarily replace your current mortgage payment during the trial period. To accept the terms of the Trial Period Plan, all you need to do is send us your first trial payment by the specified due date. It is important that you work to provide the necessary payments very quickly so a modification can be completed before foreclosure proceedings have progressed too far.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect a debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment. Your decision to discuss workout options with **Wells Fargo Home Mortgage** is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

If you don't comply with trial period terms, we will send you a Non-Approval notice. Examples of not meeting the terms of the Trial Period Plan include not making your payments on time, or not sending us the required documents.

We have other options that may help you avoid foreclosure

If you cannot afford to make your trial payments, or if you decide to leave your home, please contact us as soon as possible to explore other ways to avoid a foreclosure.

Get help if you have questions

We want to help you if we can. If you have any questions about the foreclosure process or your HAMP trial period, please call the phone number below.

If you have questions about the legal consequences of foreclosure, please

**Requirements to avoid foreclosure
during the HAMP Trial Period**

During the HAMP trial period:

If your payments are not received by 30 days after the payment due dates specified, collection activity and/or foreclosure proceedings may resume and you may see steps being taken in foreclosure proceedings or receive notices from a third-party attorney

Failure to qualify for HAMP or comply with the requirements of the HAMP evaluation or Trial Period will result in a HAMP non-approval.



contact an attorney or housing counselor for assistance. You can also call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). They offer free HUD-certified counseling services in English and Spanish, and can help answer any questions you have.

Sincerely,

Nicole Craig

Home Preservation Specialist

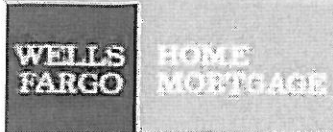
877-685-2354 Ext. 29781

Wells Fargo Home Mortgage

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



HELPING YOU STAY IN YOUR HOME.



You may be able to make your payments more affordable
Call 877-685-2354 Ext. 29781 for immediate assistance

February 17, 2015
DEBRA TRIGG
6044 OLD QUARRY LOOP
Oakland, CA 94605

Loan No.: 0159450238

Dear DEBRA TRIGG,

Congratulations! You are approved to enter into a Trial Period Plan under the federal government's Home Affordable Modification Program (HAMP). This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect a debt from you or in any way violate any provisions of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment. Your decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

Important things to know

If you are currently in a HAMP modification that is in good standing (which means you have not missed the equivalent of three full monthly payments as of the last day of any month), we want to make you aware of some important information regarding your current HAMP terms. If you accept a new offer, by making the first trial period payment or signing and returning the modification documents (for a modification that does not require a trial period), the following will apply:

- You will waive any HAMP pay-for-performance incentives that have yet to be funded.
- If the terms of your first lien HAMP modification include Principal Reduction Alternative (PRA), you will no longer be eligible for forgiveness but rather the PRA balance will remain as a non-interest bearing deferred principal balance. Subsequent modification terms may also alter the non-interest bearing deferred principal balance.
- If you are in a Second Lien Modification (2MP), by accepting new terms under your first lien mortgage you may lose 2MP incentives yet to be funded.
- If you are in a 2MP trial, by accepting new terms under your first lien mortgage you may become ineligible for 2MP.

It's important that you understand this change before making a decision. If you decide not to accept the new offer you will not lose the above named terms on your HAMP modification and any supporting 2MP. Please call us at the number provided if you do not wish to accept the offer or have any questions.

What you need to do

To accept this offer, please call us at the phone number listed on this letter no later than 15 calendar days from the date listed at the top of this letter or please send in your new payment by the due date, as listed below, instead of your normal monthly mortgage payment.



1st payment: \$2,796.48 by April 1, 2015
2nd payment: \$2,796.48 by May 1, 2015
3rd payment: \$2,796.48 by June 1, 2015

Property value used to make this decision: \$470,000.00
Total income used to make this decision: \$11,369.00

The trial payment amounts above include principal, interest, and escrow amounts. If you do not already have an escrow account, **Wells Fargo Home Mortgage** will establish one on your behalf. When you make your mortgage payment, we deposit a portion of it into your escrow account to cover the costs of your real estate taxes and property insurance. Then, when your real estate taxes and property insurance premiums are due, we withdraw funds to pay those bills in full and on time for you. That way, you don't have to worry about budgeting or making those payments separately.

Please note that your trial period may extend beyond the dates provided. For that reason, continue making your trial period payments in the same amount by the same day of each month you currently make your trial period payments until your home preservation specialist advises that you may move forward with a final modification or that you are no longer eligible for HAMP.

Some reasons for the extension could be tied to other liens you have on your property that may be required to be cleared prior to final approval of your modification. For example, we may need to receive a subordination agreement* from the other lenders so that we can maintain our lien position; or if you have a judgment placed on your property you may be required to pay off the lien. Your mortgage may only be modified after we determine all your trial period payments were made on time and you submitted all the required documents, including any title clearance requirements, as described above. If you fail to provide a subordination agreement from another lender or fail to pay off a judgment lien as required, your modification may be denied even if you pay the trial period payments. Also, failure to make all trial period payments as outlined above, including if your trial period payments were extended will result in your Trial Period Plan being denied.

After all trial period payments are timely made and you have submitted all the required documents, your mortgage may be modified. However, if you are in active bankruptcy any conversion to a modification is conditioned on obtaining the bankruptcy court's approval to modify the mortgage or release of the mortgage from inclusion in the bankruptcy. (Your existing loan and loan requirements remain in effect and unchanged during the trial period). **If each payment is not received by Wells Fargo Home Mortgage in the month in which it is due, this offer will end and your loan will not be modified under the terms described in this offer.**

As part of the review, Wells Fargo Home Mortgage used a process to determine which option best matched your circumstances. Once we reviewed and approved you for this program, we stopped reviewing you for other options that were considered less of a match to your circumstances.

You have the right to appeal this decision

Carefully read over this letter, which states Wells Fargo Home Mortgage decision. If you believe the decision is incorrect and want to appeal the decision, you may submit your appeal request in writing or by phone.

If you choose to submit your appeal request in writing, we have enclosed an Appeal Request Form for your convenience. Or you can write a letter of your own that explains the reason you disagree with the decision.

You can initiate an appeal in one of three ways:

1. Fax your appeal request to 1-866-590-8910.

2. Mail your appeal request to:

Wells Fargo Home Mortgage
1000 Blue Gentian Road,
Suite 300 MAC X9999-01N



Eagan, MN 55121

3. Call 1-877-816-4914 and follow the prompts

If you choose to submit your appeal request in writing, by fax or mail – using the enclosed form or a letter of your own – please specify which of these two options applies to you.

Option A. I want to appeal the decision I received. I have enclosed additional information for your consideration, and/or I have no further information to provide. I understand Wells Fargo Home Mortgage will review the decision immediately based on the additional information I have provided (if applicable), or on the information they currently have.

Option B. I will be appealing the decision I received. I will submit additional information for your consideration at a later time. I understand that if Wells Fargo Home Mortgage does not receive my additional information by March 3, 2015, Wells Fargo Home Mortgage will immediately move forward with a review of the decision.

Appeal request guidelines:

- If you do not specify your intention for providing additional information, by selecting one of the two options above, we will follow the process described in Option B.
- If you are disputing the value of your property used in the decision, you must indicate the specific value you believe is more accurate.
- We must receive your appeal request, with any additional information (as applicable) by March 3, 2015.
- After an appeal is initiated, if you selected Option B and we do not receive your additional information by March 3, 2015, we will review the decision based on the information we have at that time
- You may have recently received a separate communication regarding another review we completed. Our decision regarding that review may also be appealable, subject to the timelines and guidelines here.
- Be sure to include your loan number on your appeal request and any additional information.
- If you choose to initiate your request by phone, make sure to have your loan number available and follow the phone prompts carefully.

Please note: After we receive your appeal request, you will receive a letter that confirms receipt of your request and outlines next steps in the appeal process. As your home preservation specialist, I remain available to assist you with any questions you may have about this letter, but you must initiate an appeal request in one of the ways listed above.

Talk to me about your other options

There may be other options available to help you avoid a foreclosure sale, provided you meet the requirements.

If the amount you owe on your mortgage is higher than what you think you can sell your house for, you may want to consider what is known as a “short sale.” This option could allow you to list your home for sale, for an amount that is less than you owe.

During the short sale process, you’ll need to submit documentation to us that we will evaluate. For example, a short sale requires a purchase contract. Once we receive a purchase contract Wells Fargo Home Mortgage will review the terms of the contract and obtain the appraised value of the property.

If you are interested in a short sale, contact me right away. I can help explain the short sale process, guidelines and your eligibility.

If you are unable to sell your home or find a short sale is not the right alternative to foreclosure for you, another option to consider might be a deed in lieu of foreclosure, sometimes referred to as a Mortgage Release. If you are interested in a deed in lieu of foreclosure, please contact me right away so we can determine your eligibility and coordinate an appraisal and inspection of your property.

Keep in mind, if you accept a deed in lieu of foreclosure, you must agree to vacate the property within an agreed upon time.



If you have any questions or if you cannot afford the trial period payments shown above please call us at 877-685-2354 Ext. 29781. (For more information, please review the attached "Frequently Asked Questions").

Sincerely,

Nicole Craig

Home Preservation Specialist
877-685-2354 Ext. 29781
Wells Fargo Home Mortgage

Get free counseling to help manage expenses and avoid foreclosure. Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339). You can also call HOPE Hotline at 1-888-995-HOPE (4673).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

*A subordination agreement is a legal document put in place when a home has two liens, and determines which lien takes priority over the other. The benefit of being in the first lien position is that it prioritizes the loan for repayment in the event the homebuyer goes into default. This agreement is typically put into effect when a homeowner tries to refinance or modify their first mortgage. When a homeowner chooses to refinance or modify the first mortgage, the second mortgage automatically moves up to the first mortgage position – upsetting the original order. In order for the refinance or modification to be finalized, the lender of the second mortgage must agree to subordinate their lien on the new mortgage.

Attachments: (1) Frequently Asked Questions; (2) Additional Trial Period Plan Information and Legal Notices; (3) Trial Period Plan Notice Payment coupons (4) Appeal Request Form

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The Making Home Affordable Program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we – your mortgage servicer – and the Federal Government are working to offer you options to help you stay in your home.

